

**Mississippi Department of Archives and History
Archives and Records Services Division**

Policy for the Loan and Exhibit of Original Material

Adopted by the Board of Trustees, January 16, 2009

Effective TBD, 2009

I. Purpose of the Policy

The Archives and Records Services Division (the Division) of the Mississippi Department of Archives and History (MDAH) collects, preserves, and provides access to the archival resources of the State. The Division strongly supports and encourages exhibits related to the state's history. While the Division recognizes the value of using original historical items in exhibits, the Division must balance such use with its responsibilities to provide research access to materials and to preserve original materials for future generations.

This policy establishes environmental, reproduction, and credit standards for the display of original materials, including books, manuscripts, maps, ephemera, photographs, artwork, and artifacts. It is based on well-accepted and documented professional standards and sources. Requests for exemption from the policy, or any portion thereof, must be approved by the Archives and Records Services Division director.

II. Selecting and Requesting Items

Ample time (at least six weeks is recommended) should be allowed for consultation with Division staff, in order to select and appraise items, stabilize or reformat fragile items, prepare items for transport, and prepare the condition report and loan agreement. Requests for use of items, submitted in writing to the Division director, should include the following information: item(s) requested, name of borrowing institution, title of exhibit, requested loan and exhibition dates, and a *Standard Facility Report – United States*.

We prefer that the original not be used if the item is unique, very rare, or highly fragile, and a digital surrogate is sufficient. This will protect the original from damaging light or undue stress, ensure its safety, and allow it to be available to researchers. High quality reproductions are an optimal alternative to an original flat item such as a document or photograph. For a copy of the Division's *Policy on the Reproduction of Archival Materials*, go to <http://opac2.mdah.state.ms.us/ArchivalReproPolicy.html>.

A unique, original item may be exhibited for a limited period of time under certain conditions. The duration of the exhibition of an original item will be determined by the respective section head in negotiation with the borrower. Established practice recommends that a light-sensitive item is exhibited once in a two-year period, for a maximum exhibition period of twelve weeks. (Examples of light-sensitive items include

but are not limited to those containing iron gall, colored or felt-tip inks, and watercolors; those printed on colored paper or paper with a high ground wood content; and photographs.) If original, unique items are to be exhibited for longer than twelve weeks, the use of a case that mitigates light and temperature levels may be required. If the item is not unique, a second copy may be exhibited for a longer period of time or copies may be exhibited on rotation. In the case of a bound volume, pages may be turned at intervals.

The Division director will approve the exhibition of original items. The Division reserves the right to decline exhibition of any original item.

III. Loan Documentation and Reformatting

The following conditions must be met.

The borrower must submit a *Standard Facility Report – United States* at the time of the initial written request.

If necessary, the borrower will pay for an appraisal by a professional of the Division's choosing.

If necessary, the borrower will pay for a digital (or other) surrogate to be produced to be maintained by the Division.

A Division representative must prepare a condition report for the item.

A Division representative must tender a loan agreement and the borrower must agree to the terms set forth thereon and sign the loan agreement. If the loan includes items from several different curatorial areas (i.e., photographs, manuscripts), a separate loan agreement from each section may be necessary.

IV. Costs and Billing

The borrower will pay all related preparation and travel costs, as explained below. These include but are not limited to appraisal, conservation, scanning, photography, matting, framing, mounting, crating, insurance, packing, and shipping. The borrower will be billed directly by any vendor that provides services related to the loan. Invoices are payable within thirty days of receipt.

V. Care and Preservation

Loaned items will remain in the condition in which they are received. Item condition reports will be prepared by a Division representative and sent with the loan items. Each

report will be annotated by the exhibit curator upon receipt and inspection of the items prior to re-packing. No item may be altered, cleaned, repaired or fumigated without written permission of the Division. Whether in transit or on the borrower's premises and regardless of who may be responsible, any damage or loss must be reported immediately to the Division director, followed by a full written report accompanied by photographs. Items must be handled only by experienced personnel and be secured from damage and theft by appropriate brackets, railings, display cases, or other responsible means. Framing, matting, mounting, or glazing may not be changed, except with the express written permission of a Division representative. No hardware may be added to or removed from the item by the borrower.

VI. Environment

The following is set forth to ensure proper preservation of original items while on loan and applies to all exhibition, packing, and temporary storage locations.

The borrower must submit a *Standard Facility Report – United States* at the time of the initial request and may be asked to send environmental reports (temperature, humidity, and light readings) periodically throughout the loan period, as specified in the loan agreement.

Items must be maintained in a building equipped to protect items from fire or flood damage; under 24-hour physical and/or electronic security; and protected from extreme temperatures, humidity, excessive light, and insects, vermin, dirt, or other environmental hazards. Temperature and humidity in galleries and storage rooms must be 65-75° Fahrenheit and 45-55% RH. Items must not be exposed to direct, indirect or filtered daylight. Natural, quartz, tungsten-halogen and fluorescent light must be filtered for ultraviolet radiation. Light levels must be measured with a calibrated footcandle/lux meter. Exhibition lights in the galleries are to be turned off when galleries are closed to the public. Special conditions will be noted on the loan agreement and generally must not exceed the following: visible light levels – for works on paper <5 foot candles (50 lux); and for photographs <5 foot candles (50 lux); ultraviolet light levels not to exceed 75 microwatts per lumen at 10 to 100 lux. Items may not be installed directly below air conditioners or water pipes, or in close proximity to sources of heat or cold.

VII. Packing and Transportation

Packing and transportation must be approved in advance by the Division. Unpacking and repacking must be done by experienced personnel under competent supervision. Repacking must use the same or similar materials and containers and the same methods, as when the items were received. The borrower must agree to follow any additional instructions specified by the Division. The borrower will notify the Division representative of the shipping date and date of expected delivery.

VIII. Insurance

The borrower will insure the items, is responsible for all costs incurred, and must provide a certificate of insurance prior to the loan. Insurance value must be based on a recent appraisal by a professional approved by the Division. Items must be insured during the period of the loan for the value stated on the face of the loan agreement under an all-risk, wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice; repairing, restoration, or retouching process; hostile or warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination. In the event of loss or damage, the borrower's maximum liability will be based upon the agreed value as stated on the loan agreement. Insurance values may be reviewed periodically, and the Division reserves the right to increase coverage. The borrower must warrant that the required coverage as described above will be secured and maintained and that MDAH will be named as an additional insured. The Division must be notified in writing at least twenty business days prior to any cancellation or meaningful change in the borrower's policy. Any lapses in coverage, any failure to secure insurance, and/or any inaction by MDAH or the Division regarding notice will not release the borrower from liability for loss or damage.

IX. Reproduction

Incidental photography and videography, by the public or for publicity purposes, of an item as it is presented in the display case or frame is permitted without the permission of the Division. The borrower must request permission, in writing, to reproduce any item for commercial or non-commercial use in any publicity, publication, production, or electronic display or distribution. No copy photography of an item removed from the display case or frame is allowed without prior written approval from the Division. The Division must be informed in writing in advance of any film shoot, including publicity or news coverage that involves removal of the loan item from the display case or frame. The borrower must provide the Division two complimentary copies of any book, catalogue, checklist, or compact disk published in conjunction with the exhibition.

X. Credit

Citations provide the public with information about the items on exhibit and enable interested viewers to locate the item or related materials in the Division holdings. They encourage research use of the Division's archival holdings. Thus, as specified in professional practice, each item on exhibit will be accompanied by a label and credited to the Mississippi Department of Archives and History, Archives and Records Services Division, unless noted otherwise in the loan agreement.

XI. Cancellation/Return/Extension

Items borrowed must be returned in a condition satisfactory to the Division, by the stated termination date. Any extension of, or scheduling changes to, the loan period must be requested in writing at least twenty days prior to expiration of the initial loan, be covered by an equal extension of insurance coverage, and be approved by the Division director. MDAH and the Division reserve the right to recall items from loan on short notice, or to cancel loans for good cause at any time, and will make every effort to give reasonable notice thereof. For loans approved to travel to more than one site or organized by a third party, borrower/organizer is responsible for distributing the foregoing loan conditions to all venues. A *Standard Facility Report – United States* will be required for each venue. In the event of any conflict between this agreement and any forms of the borrower, the terms of this agreement shall take precedence.

XII. Interpretation

In the event of any conflict between the loan agreement and any forms of the borrower, the terms of the Division loan agreement will be controlling. For loans to borrowers within the United States, this agreement will be construed in accordance with the laws of the State of Mississippi.

XIII. Additional Conditions for International Loans

Government regulations will be adhered to in international shipments. Unless otherwise stated in writing, the borrower is responsible for adhering to its country's import/export requirements. The borrower will protect items from possible damage during its customs inspections and will make every effort to ensure that customs examinations are made only on the borrower's premises. If the nature of the material to be exported falls within the types addressed by the UNESCO Convention, its status in the importing country should be verified before this loan agreement is signed by the borrower. MDAH and the Division require a declaration of immunity from seizure if available. The provisions of this loan agreement are subject to the doctrine of *force majeure*. If U.S. Government Indemnity is secured, the amount payable by indemnity is the sole recovery available to MDAH and the Division in the event of loss or damage, and items will be insured in U.S. dollars at their value as of the application date. Current fluctuations affecting the value of claims at a later date are not recognized under indemnity.